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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

FortuNet, Inc., a Nevada corporation,

Plaintiff,

v.

eQube International, Inc., a foreign entity, Jack
Coronel, an individual, DeWayne Wooten, an
individual, Playbook Publishing, LLC, a Nevada
entity, Playbook Management, LLC, a Nevada
entity, DOES 1-10, and ROE Entities 1-10,

Defendants.

Case No.: 2:15-cv-00312-APG-CWH

~~PROPOSED~~ PROTECTIVE ORDER

WHEREAS, Plaintiff FortuNet, Inc., a Nevada corporation ("FortuNet") and Defendants Jack Coronel, Playbook Publishing, LLC, and Playbook Management, Inc. previously stipulated and agreed to the following order, by and through their counsel of record, who had full authority to enter into such stipulation and to bind their clients, FortuNet submits the following Proposed Protective Order relating to the confidentiality of the documents to be produced and/or obtained during discovery in this matter:

"Confidential Information" and "Confidential - Attorneys Eyes Only" Designation

1. The term "Confidential Information" or "Confidential-Attorneys Eyes Only" (collectively "Designated Information") shall mean and include documents, information or materials that a party contends relate to sensitive customer, marketing, manufacturing, financial, trade secret and non-public product or development information, and are designated in good faith

as "Confidential" or "Confidential-Attorneys Eyes Only" at the time of their production or disclosure in this action. As a general guideline, materials designated "Confidential" shall be those confidential and sensitive matters that may be disclosed to the parties for the purpose of the litigation, but which a producing or disclosing party contends must be protected against disclosure to third parties. As a general guideline, materials designated "Confidential-Attorney's Eyes Only" shall be those confidential and sensitive matters of a proprietary business or technical nature which might be of value to a potential competitor of the party or non-party holding the proprietary rights thereto, and which a producing or disclosing party contends must be protected from disclosure to such party and/or third parties. Absent a specific order by this Court, information once designated as "Confidential" or "Confidential-Attorneys Eyes Only" shall be used by parties solely in connection with this litigation, and not for any business or competitive purpose or function and such information shall not be disclosed to anyone except as provided herein. A designation of any information as "Confidential" or "Confidential-Attorneys Eyes Only" constitutes certification by the designating party that such person has reviewed the Designated Information and has made a bona fide determination that: (1) such information contains trade secrets, competitively sensitive information or other confidential information; (2) disclosure of such information without restriction would be detrimental to that party in the conduct of its business and cause cognizable harm; and (3) there is good cause for seeking the Court's protection. The parties are to exercise good faith in limiting designation of Designated Information to the lowest level of confidentiality protection reasonably necessary to protect the interests of a producing and disclosing party as provided herein.

Persons Permitted to Have Access to Designated Information

2. The following persons may have access to Designated Information marked in this action:

- a. For Designated Information marked "Confidential — Attorneys Eyes Only":
 - i. Trial counsel of record for the parties and all partners, associates, and law firm staff thereof who are performing legal services in connection

with this action;

ii. Judges, court personnel and stenographic reporters engaged in proceedings incident to preparation for trial or trial; and

iii. Technical, trade, or financial experts or any other persons retained by trial counsel who are reasonably necessary to assist trial counsel of record in this action who execute a Protective Order Acknowledgement (in the form of attached Exhibit A) under the procedure set out in Section 3.

b. For Designated Information marked "Confidential":

i. All persons set out in Section 2(a); and

ii. Each party and their respective spouses, accountants, officers, directors, managers, corporate representatives and in-house attorneys for each party, who are necessary to the defense or prosecution of any issues in this matter.

Objections to Disclosure

3. The parties shall have the right to object to the disclosure of Designated Information to persons executing an Acknowledgment Under Protective Order (Exhibit A), as provided in Section 2(a)(iii) above, if such an objection to disclosure is made in writing to counsel for all parties within seven (7) business days of receipt of the following:

a. The name of the proposed person;

b. The present employer and title of the proposed person;

c. The reason for disclosure to the proposed person;

d. In the case of an independent expert or consultant, an up-to-date curriculum vitae; and

e. An executed Acknowledgement under Protective Order (**Exhibit A**).

The objecting party shall have within seven (7) business days after making its written objection to move the Court for an order prohibiting the disclosure at issue. If an objection is made, no Designated Information shall be made available to the individual in question until after the Court rules that such a disclosure can occur, so long as the written objection to the disclosure is followed by a prompt filing of a motion with the Court.

1 Failure to object within seven (7) business days to the proposed recipient shall be deemed
 2 approval, but shall not preclude a producing party from later objecting to continued access by that
 3 person by later making a written objection and moving the Court for an order prohibiting or further
 4 restricting continued access to the Designated Information.

5 Use of Designated Information for Trial Preparation Only:
 6 Same Restrictions Apply to Derivative Documents

7 4. Designated Information shall be used only for the purpose of preparing for
 8 the trial of this action, and shall be marked as "Confidential" or "Confidential-Attorneys Eyes
 9 Only" by the person or entity claiming confidentiality pursuant to the terms of the Order hereon,
 10 at or before the time when such material is being provided (or at such later time as provided below).
 11 Such notation shall be placed on every page of document so designated. Similarly, if a document,
 12 transcript, videotape, or exhibit attached to a transcript contains information designated
 13 "Confidential-Attorneys Eyes Only" by a party, such document, transcript, video or exhibit shall
 14 be marked with the legend "Confidential-Attorneys Eyes Only." Such notation shall be placed on
 15 every page of each document so designated, and in the case of the videotape, the party so
 16 designating shall be responsible for assuring that the court reporter labels the videotape or
 17 CD/DVD with a legend to the effect that portions of the video are so designated.

18 5. Designated Information or the substance or context thereof, including any notes,
 19 memoranda or other similar documents relating thereto, shall not be disclosed to anyone other than
 20 a person qualified to have access.

21 No Waiver of Right to Object or Challenge Designation

22 6. Failure of a party, at the time he/it receives Designated Information, to challenge
 23 or object to the "Confidential" or "Confidential-Attorneys Eyes Only" designation shall not be
 24 deemed a waiver of its right to challenge or object to the "Confidential" or "Confidential-Attorneys
 25 Eyes Only" designation at any later time. The passage of time before challenge or objecting to such
 26 designation shall not be a factor weighing against such challenge or objection.

27 Matters Otherwise Known Shall Not be Designated Information

28 7. Designated Information shall not include any document, information or other

1 materials which:

- 2 a. has been or becomes part of the public domain by publication or otherwise
- 3 and not due to any unauthorized act or omission on the part of the receiving
- 4 party;
- 5 b. already known to or received by a receiving party, prior to the entry of this
- 6 Order and to the extent such documents are not subject to an independent
- 7 protection order;
- 8 c. was already known to a receiving party by lawful means prior to acquisition
- 9 from, or disclosure by, the producing party; or
- 10 d. is made available to a party by a third party who obtained the same by legal
- 11 means and without any obligation of confidence to the party claiming its
- 12 confidential nature.

13 Duty of Care and Duty to Report Unauthorized Disclosure

14 8. Any person in possession of Designated Information shall exercise reasonable and

15 appropriate care with regard to the storage, custody or use of Designated Information in order to

16 ensure that the confidential nature of the same is maintained.

17 9. If Designated Information is disclosed to anyone other than in a manner authorized

18 by this Order, the party responsible for such disclosure must immediately bring all pertinent facts

19 relating to such disclosure to the attention of the other party and make every effort to prevent

20 further disclosure.

21 10. Any pleading, paper or other document filed in this action which contains or

22 discloses Designated Information shall be filed under seal in an envelope or other container with

23 a label identifying this action and the title or nature of the enclosed material, and indicating that

24 the material is confidential, for use by the Court only, and to be maintained under seal pursuant to

25 the terms of this Order.

26 Designation of Information at Deposition: Subsequent Designation

27 11. Information disclosed at a deposition may be designated as "Confidential"

28 or "Confidential-Attorneys Eyes Only" by either indicating on the record at the deposition that the

1 testimony is "Confidential" or "Confidential-Attorneys Eyes Only" or by notifying the opposing
 2 party in writing within ten (10) business days of the receipt of the transcript of those pages and
 3 lines that are "Confidential" or "Confidential-Attorneys Eyes Only." Documents produced by any
 4 party which contain Designated Information shall be designated and marked by the producing
 5 party as "Confidential" or "Confidential- Attorneys Eyes Only" at the time of production.
 6 Information disclosed at a deposition or in a document that is not designated as Designated
 7 Information. However, if a party, through inadvertence, produces any Designated Information
 8 without labeling or marking or otherwise designating it as such in accordance with the provisions
 9 of this Order, and consistent with provisions and principles underpinning Chapter 49 of the Nevada
 10 Revised Statutes Regarding evidence that is subject to defined privileges, the producing party may
 11 give written notice to the receiving party that the document or thing produced is deemed
 12 "Confidential" or "Confidential-Attorneys Eyes Only" and should be treated as such in accordance
 13 with the provisions of this Order. The receiving party shall treat such documents and things as
 14 Designated Information from the date such notice is received. Disclosure, prior to the receipt of
 15 such notice, of such Designated Information to persons not authorized to receive Designated
 16 Information shall not be deemed a violation of this Order.

17 Disposition of Designated Information after Conclusion of This Action

18 12. Within sixty (60) days of the later of the final conclusion of this action, including
 19 any appeals or petitions for review or either of such actions, all Designated Information, including
 20 all electronic and photocopies thereof, shall be destroyed by the receiving party (or, upon request,
 21 returned to the producing party at the producing party's expense). Provided, however, that
 22 attorneys of record for each party shall be entitled to retain all exhibits admitted into evidence at
 23 trial, pleadings, motion papers, discovery responses, deposition transcripts and exhibits, legal
 24 memoranda, correspondence and work product.

25 This Order Is Not 26 Dispositive of All Issues Regarding Designation Information

27 13. This Order is not intended to deal with any discovery objections on the grounds of
 28 attorney-client privilege or work product immunity, or to preclude any party from seeking relief

1 either from a provision of this Order or any other relief from this Court which may be appropriate
 2 under the Chapter 49 of the Nevada Revised Statutes Regarding evidence that is subject to defined
 3 privileges. Inadvertent production of documents subject to work product immunity or the attorney
 4 client privilege shall not constitute a waiver of the immunity of privilege, provided that the
 5 producing party shall promptly notify the receiving party in writing of such inadvertent production
 6 after the producing party learns of such inadvertent production. If prompt notification is made and
 7 the producing party establishes the circumstances surrounding the documents inadvertent
 8 production, such inadvertently produced document and all copies thereof shall be returned to the
 9 producing party or destroyed, upon request.

10 Procedure for Challenging Designation by Producing Party

11 14. If a party challenges the grounds or basis for the designation of any document(s) or
 12 information as Designated Information (including a challenge to whether it should be designated
 13 at the higher level of protection of "Confidential - Attorneys Eyes Only" as opposed to merely
 14 "Confidential"), counsel for the affected parties shall meet and confer expeditiously, including by
 15 personal consultation with a sincere effort to resolve the disputed issues without court action.

16 15. Any party subject to this Order may, at any time, request the modification of the
 17 Order upon a showing of good cause.

18 16. The obligations of this Order shall survive the termination of the action and
 19 continue to bind the parties.

20 IT IS SO ORDERED.

21 DATED this 16th day of March, 2016.

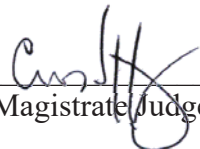
22 
 23 _____
 24 Magistrate Judge
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EXHIBIT A

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

FortuNet, Inc., a Nevada corporation,

Plaintiff,

v.

Case No.: 2:15-cv-00312-APG-CWH

eQube International, Inc., a foreign entity, Jack
Coronel, an individual, DeWayne Wooten, an
individual, Playbook Publishing, LLC, a Nevada
entity, Playbook Management, LLC, a Nevada
entity, DOES 1-10, and ROE Entities 1-10,

Defendants.

**PROTECTIVE ORDER
ACKNOWLEDGEMENT**

ACKNOWLEDGMENT UNDER PROTECTIVE ORDER

I, _____, state as follows:

I hold the title of _____ with the following responsibilities
_____ for _____ and I hereby acknowledge that I
have been furnished with a copy of the Protective Order in this action, and that I have read and do
understand it, and I agree to be bound by it. I agree to submit to the jurisdiction of this Court in
connection with any proceeding or hearing relating to Confidential Information in this action,
including any proceeding relating to enforcement of the Protective Order for Confidential
Information.

Date

Signature